

## REMARKS

The Application has been carefully reviewed in light of the Office Action dated March 19, 2004 (Paper No. 23). Claims 1 to 5, 7 to 11 and 14 to 26 are pending in the application, of which Claims 1, 8, 11, 14, 18 and 19 are the independent claims. Claim 14 is being amended to correct a typographical error. Reconsideration and further examination are respectfully requested.

The Applicant gratefully acknowledges the indication that Claims 3, 4, 20 to 24 and 26 recite allowable subject matter and would be allowable if rewritten in independent form. These claims are not being rewritten since it is the Applicant's firm belief that the independent claims from which these claims depend are allowable over the applied art.

Claims 1, 2, 5, 7, 8 to 11, 14 to 19 and 25 are rejected under 35 U.S.C. § 102(e) over U.S. Patent No. 6,298,164 (Suzuki). Reconsideration and withdrawal of the rejection of these claims are respectfully requested.

The present invention is directed to transferring program code from one device to another. The program code is transferred in accordance with an assignment of image processing functionality negotiated between the two devices. The program code transferred from the one device to the other device implements functionality assigned to the other device and is needed by the other device. The device to which the program code is transferred executes the program code.

By virtue of this arrangement, functionality can be transferred between devices by transferring executable program code between the devices.

Turning to the specific language of the claims, Claim 1 defines a method

for negotiating an exchange of image processing functionality between first and second devices over a bi-directional communication link. According to the method, a function description is communicated between the first and second devices, the function description includes information concerning functionality available in the first or second devices. The first and second devices negotiate to assign image processing functionality to the first or second device in accordance with the functionality available in the first or second device, wherein the assigned image processing functionality effects an image transfer between the first and second devices. In a transferring step, program code is transferred from one of the first and second devices to the other of the first and second devices, in accordance with the assignment of the image processing functionality, the transferred program code implements functionality assigned to the other of the devices and needed by the other of the devices, wherein the program code is executed by the other of the devices.

The applied art, namely Suzuki, is not seen to disclose at least the features of transferring program code from one of first and second devices to the other of the first and second devices, the program code is transferred in accordance with the assignment of the image processing functionality and implements functionality assigned to the other of the first and second devices, and the program code transferred to the other of the devices is executed by that device.

Suzuki is seen to describe a technique for converting JETSEND-formatted data to PCL-formatted data without decompressing the JETSEND-formatted data.

However, Suzuki is not seen to teach transferring program code implementing functionality from one device to another. Suzuki is also not seen to disclose transferring program code to a device, which is then executed by the receiving device to implement the functionality.

The portions of Suzuki cited in the Office Action are not seen as disclosing the transfer of program code implementing functionality which is executed by the device receiving the program code. More particularly, it is submitted that PCL data and JETSEND-compressed data discussed in Suzuki, which is data, is being transferred between devices. It is further submitted that executable program code is not being transferred between devices, each device relies on its own software architecture for its functionality and to perform operations (e.g., data conversion) on the data, and the software that is being used in a device is resident in the device and is not seen to be transferred between devices.

Reference is respectfully made to col. 3, lines 3 to 6 of Suzuki, wherein Figures 3 and 4 are described as illustrating a software architecture in a network interface and a software architecture for an image output device. In other words, in Suzuki, each of the network interface and the image output device has its own software architecture. Suzuki is not seen to describe that any portion of the software architecture is transferred from one device to another. Suzuki is therefore not seen to describe transferring program code from one device to another device for execution by the receiving device.

It is submitted that Suzuki describes data, and not executable program code, being transmitted between devices. Referring to col. 6, lines 15 to 32 of Suzuki, there is a description of operations performed using process steps of the JETSEND agent 46 of the network interface shown in Figure 4 of Suzuki. Computer executable process steps of JETSEND agent 46 of the network interface operate to receive JETSEND image data and to convert the JETSEND image data to PCL-formatted data for processing by the printer's controller. Referring to Figures 6A and 6B and the discussion commencing at col. 6, line

55 of Suzuki, JETSEND agent 46 sends PCL-formatted image data stored in a buffer by agent 46 to the printer (See step S624 of Figure 6B of Suzuki). As described at col. 7, lines 1 to 10, the contents of the buffer sent by agent 46 to the printer is a scan-line length of data, and that the data that is sent is a PCL command pre-pended to JETSEND-compressed image data. Neither JETSEND-compressed image data nor a PCL command is seen to be program code executable by the printer. Rather, as is described in Suzuki, the JETSEND-compressed image data and the PCL command are seen to be data that is operated upon using resident software from a software architecture (e.g., the software architecture of the image output device or the network interface).

Accordingly, Suzuki is not seen to disclose the features of transferring program code from one of first and second devices to the other of the first and second devices, the program code is transferred in accordance with the assignment of the image processing functionality and implements functionality assigned to the other of the first and second devices, and the program code transferred to the other of the devices is executed by that device.

Therefore, for at least the foregoing reasons, Claim 1 is believed to be in condition for allowance. Further, the Applicant submits that Claims 8, 11, 14, 18 and 19 are believed to be in condition for allowance for at least the same reasons.

Claims 2, 5, 7, 9, 10, 15 to 17 and 25 are each dependent from the independent claims discussed above and are therefore believed patentable for the same reasons. Because each dependent claim is also deemed to define an additional aspect of the invention, however, the individual consideration of each on its own merits is respectfully requested.

In view of the foregoing, the entire application is believed to be in condition for allowance, and such action is respectfully requested at the Examiner's earliest convenience.

REQUEST FOR AN INTERVIEW

Although the Applicant believes that the application is in condition for allowance, if upon consideration of this Amendment the Examiner still has concerns as to the patentability of the claims, Applicant respectfully requests that the Examiner contact Applicant's representative to arrange an interview in order to further advance prosecution of the subject application.

CONCLUSION

Applicant's undersigned attorney may be reached in our Costa Mesa, California office by telephone at (714) 540-8700. All correspondence should be directed to our address given below.

Respectfully submitted,

  
Attorney for Applicant

Registration No. 39,000

FITZPATRICK, CELLA, HARPER & SCINTO  
30 Rockefeller Plaza  
New York, New York 10112-2200  
Facsimile: (212) 218-2200

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